



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PREMIER CHOICE INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agents (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord provided affirmed testimony that the tenant was served with the notice of hearing package via Canada Post Registered Mail on December 27, 2017 and has submitted a copy of the proof of service as confirmation of service. The landlord stated that the notice of hearing package was signed for on behalf of the tenant on January 2, 2018. The landlord clarified that the tenant had been incarcerated and that locating the tenant took some time since filing the application for dispute. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. The tenant is deemed served on January 2, 2018 as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?

Is the landlord entitled to recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on November 22, 2017 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated November 22, 2017. The monthly rent

is \$450.00 payable on the 1st day of each month. A security deposit of \$225.00 was paid on November 22, 2017.

The landlord seeks an early end to the tenancy and an order of possession as a result of the tenant's actions has posed an immediate and severe risk to the rental property, other occupants and the landlord.

The landlord claims that the tenant was arrested for uttering threats after an attempted break and enter into another occupant's rental unit. The tenant made verbal threats of physical harm to the landlord and to other occupants on November 23, 2017. The landlord stated that subsequent to the arrest the tenant was convicted of uttering threats and sentenced with probation terms. The landlord stated that two of the terms specify that the tenant have no contact with the landlord, W.M. and C.G. as well as having a condition to not attend the rental property address.

In support of this application the landlord has provided a copy of his personal journal entry as a summary of the events and the police file number provided by the police.

Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;
- engaged in illegal activity that:
 - has caused or is likely to cause damage to the landlord's property;
 - has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property; or
 - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the

requirement that the landlord show it would be “unreasonable or unfair” to wait for a cause notice to take effect.

In this case, I accept the undisputed affirmed evidence of the landlord and find that the tenant was arrested and found guilty of uttering threats to the landlord and other tenants. As part of the sentencing, the tenant was ordered to obey terms of his probation by having no contact with the landlord and not attending the rental property. On this, basis I find that the landlord has successfully provided sufficient evidence of the tenant seriously jeopardizing the health, or safety or lawful right or interest of the landlord or another occupant. I also find in the circumstances that it would be unreasonable, or unfair for the landlord to wait for a notice to end tenancy to take effect.

The landlord’s application for an early end to the tenancy is successful and is granted an order of possession effective two days after service upon the tenant.

The landlord having been successful is entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an order of possession.
The landlord is granted a monetary order for \$100.00.

These orders must be served upon the tenant. Should the tenant fail to comply with the orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those courts.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 26, 2018

Residential Tenancy Branch